

UNITED STATES BANKRUPTCY COURT
THE SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	Case No. 09-50026 (REG)
Debtors	Jointly Administered

**WITHDRAWAL OF LIMITED OBJECTIONS OF
EMERSON ELECTRIC CO. AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED
TO NUMATICS, INCORPORATED, INSTRUMENT & VALVE SERVICES COMPANY,
BRANSON ULTRASONICS CORPORATION, HIGH VOLTAGE MAINTENANCE
CORPORATION, SWECO INC., EMERSON PROCESS MANAGEMENT TO
(I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY
CONTRACTS AND (II) CURE COSTS RELATED THERETO**

Emerson Electric Co. and its affiliates, including but not limited to Numatics, Incorporated, Instrument & Valve Services Company, Branson Ultrasonics Corporation, High Voltage Maintenance Corporation, Sweco Inc., Emerson Process Management (collectively, the "Remaining Emerson Entities"), by their attorneys, hereby withdraw their limited objection to the proposed assumption and assignment of the Debtors' executory contracts with the Emerson Entities and the proposed cure amount for each such assumed and assigned executory contract (the "Withdrawal").

In support of this Withdrawal, Remaining Emerson Entities represent as follows:

1. On June 12, 2009, Emerson Electric Company and its affiliates, including but not limited to Numatics, Incorporated, Instrument & Valve Services Company, Branson Ultrasonics Corporation, High Voltage Maintenance Corporation, Therm-O-Disc, Incorporated, Emerson Electric (Shenzhen) Co., Ltd., Emerson Appliance Solutions (Shenzhen) Co., Ltd., Controles Electromecanicos de Mexico S.A. de C.V., Sweco Inc., Emerson Process Management, Wiegand Component Technologies and Emerson Motor Technologies (collectively referred to herein as

the “Objecting Emerson Entities”), filed a Limited Objection to (i) Debtors’ Intent to Assume and Assign Certain Executory Contracts and (ii) Cure Costs Related thereto (the “Limited Objection”) out of an abundance of caution to preserve all rights related to the proposed assumption and assignment of the “Emerson Contracts” (as defined in the Limited Objection) in light of the filing deadline and specifically requesting that the Court:

(a) deny the proposed assumption and assignment of the Emerson Contracts on the terms proposed by the Debtors, and instead determine the appropriate amounts due to Emerson under the Emerson Contracts pursuant to 11 U.S.C. § 365(b) and the procedures previously approved by the Court;

(b) require that the proposed Sale Order approving the sale motion expressly provide that the Purchaser shall be liable for all accrued liabilities arising under and existing as of the time that the Emerson Contracts are assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement and Bid Procedures Order, including all defaults arising thereunder (which defaults must be cured in the time and manner set forth in the Bidding Procedures Order); and

(c) require that the Purchaser provide adequate assurances of future performance while promptly paying the cure amounts as finally agreed or determined.

Withdrawal of Limited Objection of Emerson Appliance Motors and Controls division of Emerson Electric Co., Therm-O-Disc, Inc., Emerson Electric (Shenzhen) Co., Ltd., Controles Electromecanicos de Mexico S.A. de C.V, Wiegand Component Technologies, Emerson Motor Technologies and Emerson Appliance Solutions (Shenzhen) Co., Ltd.

2. On July 17, 2009, the Emerson Appliance Motors and Controls division of Emerson Electric Co., Therm-O-Disc, Inc., Emerson Electric (Shenzhen) Co., Ltd., Controles Electromecanicos de Mexico S.A. de C.V, Wiegand Component Technologies, Emerson Motor Technologies and Emerson Appliance Solutions (Shenzhen) Co., Ltd. (collectively referred to herein as “EAMC and TOD”), withdrew their objection to the cure amount related to the EAMC and TOD contracts, and the assumption and assignment of those contracts.

Withdrawal of Limited Objection of Remaining Emerson Entities

3. Through the cooperation and diligent efforts of the Debtors and Emerson, the Remaining Emerson Entities have been able to verify and reconcile those Emerson Contracts

representing active business relationships among the Debtors and the Remaining Emerson Entities and the cure amounts related thereto.

4. As a result of this reconciliation, the Remaining Emerson Entities withdraw their limited objection.

Dated November 12, 2009.

von BRIESEN & ROPER, s.c.

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